



June 24, 2021 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

George J. Baldwin
Anthony Thomas Corazzini
William Bruce Fuccillo
Donald W. Halliwell
Edward T. Sieban

ANNOUNCEMENTS

The High School graduation parade will take place from 8:30 a.m. to 11:30 a.m. on June 27, 2021.

The Relief Hose and Phenix Hook and Ladder Companies of the Greenport Fire Department will host a fund-raising Carnival on Moore's Lane from 6:00 p.m. through 11:00 p.m. on June 30, 2021 through July 4, 2021, with fireworks on the 2nd and 4th of July.

The Village Offices will be closed on July 5, 2021 in observance of Independence Day.

PUBLIC HEARINGS

A proposed amendment to Village of Greenport Code Section 132-50 regarding loading zones, modifying (adding, removing and modifying) loading zones in the Village of Greenport.

MM(GH)/MS(MBP) TO CLOSE

PUBLIC TO ADDRESS THE BOARD

*Paul Elliott / Sean Gilligan / Victoria Bustamante
Judy Wade / Connor Morrison / Babs Beebe*

REGULAR AGENDA

236 Third Street
Greenport NY
11944

Tel: (631)477-0248
Fax: (631)477-1877

MAYOR
GEORGE W. HUBBARD,
JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**
PAUL J. PALLAS, P.E.
EXT. 219

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

*(ADD TO
JULY WLS
AGENDA
COVER
SHEET)*

CALL TO ORDER

RESOLUTIONS

RESOLUTION # 06-2021-1

RESOLUTION adopting the June, 2021 agenda as printed. GH/JM

RESOLUTION # 06-2021-2

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees. PC/JM

FIRE DEPARTMENT

RESOLUTION # 06-2021-3

RESOLUTION approving the application for membership of Joseph F. Barszczewski, III to Eagle Hose Company # 1 of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on June 16, 2021. JM/MBP

RESOLUTION # 06-2021-4

SLP
RESOLUTION awarding the bid for the purchase of a 2022 Chevrolet Tahoe to Firematic Supply Co, Inc. as recommended by the Greenport Fire Department Chiefs and Board of Wardens, to be used as a Greenport Fire Department Chief's vehicle, at a purchase price of \$ 49,500.00, per the bid opening on April 29, 2021; authorizing the purchase of the vehicle, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Firematic Supply Co, Inc. MBP/JR

VILLAGE ADMINISTRATOR

RESOLUTION # 06-2021-5

RESOLUTION ratifying the attendance of Paul Pallas at a NYAPP staff meeting to discuss a personnel matter in Albany, New York from June 10, 2021 through June 11, 2021 at a lodging rate of \$ 162.28 at the Hampton Inn and Suites, reimbursable meal expenses not to exceed \$ 35 per day, applicable transportation costs, and standard mileage reimbursements per the Village of Greenport Travel Policy; to be expensed from account A.0781.401 (Executive Department Office Contracts).

JR/PC

RESOLUTION # 06-2021-6

RESOLUTION accepting the Annual MS4 Report for the period ending March 9, 2021. *PC/JM*

RESOLUTION # 06-2021-7

SLP
RESOLUTION approving the attached Option Agreement - Amendment # 1 (Scavenger) - between the Village of Greenport and Haugland Energy Group ("HEG") and Greenport Alternative Energy Center, LLC, modifying the Option Agreement dated December 16, 2020 between the Village of Greenport and Haugland Group, LLC authorizing the use of a portion of Village-owned property at the Village of Greenport Scavenger Waste Plant, assigning and extending the option and lease agreement. *JM/MBP*

RESOLUTION # 06-2021-8

SLP
RESOLUTION approving the attached Option Agreement - Amendment # 1 (Shed) - between the Village of Greenport and Hawkeye Energy Greenport, LLC and Greenport Alternative Energy Center, LLC, modifying the Option Agreement dated July 1, 2019 between the Village of Greenport and Hawkeye Energy Greenport, LLC authorizing the lease of an additional 1.75 acres of Village-owned property on Moore's Lane, assigning and extending the option and lease agreement. *MBP/JR*

VILLAGE TREASURER**RESOLUTION # 06-2021-9**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4801 to appropriate reserves to fund ongoing legal services in the matter of Genesys vs. Greenport; and directing that Budget Amendment # 4801 be included as part of the formal meeting minutes of the June 24, 2021 Regular Meeting of the Board of Trustees. *JR/PC*

VILLAGE CLERK**RESOLUTION # 06-2021-10**

RESOLUTION adopting the attached SEQRA resolution regarding the approval of the Wetlands Permit Application submitted by applicant Costello Marine Contracting Corporation on behalf of Research Charters, Inc. for the property at 204 Carpenter Street, Greenport, New York, 11944; adopting lead agency status, determining that the approval of the application is an Unlisted Action for purposes of SEQRA, and adopting a negative declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment. *PC/JM*

RESOLUTION # 06-2021-11

RESOLUTION approving the Wetlands Permit Application submitted by Costello Marine Contracting Corporation on behalf of Research Charters, Inc. for the property at 204 Carpenter Street, Greenport, New York, 11944 to perform the following work:

North Wall: Construct 246' of new bulkhead immediately in front of existing bulkhead. Connect new tie-rods to tie-rods from existing backing system.

East Wall: Construct 100' of new bulkhead immediately in front of existing bulkhead. Connect new tie-rods to tie-rods from existing backing system. Repair existing pier as necessary.

South Wall: Construct 125' of new bulkhead immediately in front of existing bulkhead. Connect new tie-rods to tie-rods from existing backing system. Construct 68'4" of new bulkhead along face of existing building section located over water on piling. Connect new tie-rods to face piling of existing bulkhead located below building. Remove existing 3'x12' fixed dock; 96' of existing bulkhead and 135 cubic yards of fill. Construct 85' of new bulkhead in new location, and

Fill: Fill all void areas landward of existing bulkheads and areas between old and new bulkhead with excess excavated fill.

Per Greenport Village Code, the term of the permit shall be two years. JM/MBP

RESOLUTION # 06-2021-12

SLP RESOLUTION approving the Public Assembly Permit Application submitted by Destiny Salter for the use of the Third Street Basketball Court from 11:00 a.m. through 7:00 p.m. on July 24, 2021 for a Youth Basketball Tournament. MBP/JR

RESOLUTION # 06-2021-13

SLP RESOLUTION approving the Public Assembly Permit Application submitted by applicant Vicky Kotula on behalf of Floyd Memorial Library for the use of a portion of Mitchell Park from 4 p.m. through 9 p.m. on August 12, 2021 for the annual Children's and Family's Brady Rhymer Concert, and approving the request to waive the requisite permit fee. JR/PC

RESOLUTION # 06-2021-14

SLP RESOLUTION approving attached Change Order # 3 from GTX Construction Associates Corp. in the total amount of \$ 2,750.00 for the purchase and installation of a new electric hot water heater for the Fifth Street Restrooms Rehabilitation Project. PC/JM

RESOLUTION # 06-2021-15

RESOLUTION awarding the contract for one year for the service, maintenance and repair of the Village of Greenport wastewater sewage pumping stations to Excav Services, Inc., at the attached rates, per the bid opening on May 19, 2021; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Excav Services, Inc. *JM/MBP*

RESOLUTION # 06-2021-16

RESOLUTION approving the attached amended contract between the Village of Greenport and Lila's Cleaning Service for the provision of weekly cleaning services at Greenport Village Hall and Village satellite locations as required, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Lila's Cleaning Service. *MBP/JR*

RESOLUTION # 06-2021-17

RESOLUTION authorizing the issuance of a Request for Proposals for Information Technology and technology-based security services at the Village Hall building and Village satellite locations, and directing Clerk Pirillo to notice the Request for Proposals accordingly *JR/PC*

RESOLUTION # 06-2021-18

RESOLUTION hiring Bernardo Bolanos as a full-time Building Inspector (Spanish Speaking) for the Village of Greenport, at a wage rate of \$ 25.00 per hour, effective July 1, 2021. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this provisional Civil Service hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period. *PC/JM*

RESOLUTION # 06-2021-19

RESOLUTION hiring Luke Trenchery as a part-time seasonal dockhand employee at Mitchell Park Marina at an hourly wage rate of \$14.00 per hour, effective July 2, 2021. *JM/MBP*

RESOLUTION # 06-2021-20

RESOLUTION ratifying the hiring of Richard Hagan as a part-time, seasonal pump-out boat operator for Mitchell Park Marina at an hourly wage of \$22.00 per hour, effective June 2, 2021. *MBP/JR*

RESOLUTION # 06-2021-21

RESOLUTION hiring Victoria Kourkoutis as a part-time seasonal lifeguard at Fifth Street Beach at an hourly wage rate of \$19.00 per hour, effective June 28, 2021. *JR/PC*

RESOLUTION # 06-2021-22

JM/SG RESOLUTION hiring Michael Lyburd as a part-time Carousel / Beach attendant for the Village of Greenport at an hourly wage rate of \$14.00 per hour, effective June 28, 2021. PC/JM

VOUCHER SUMMARY**RESOLUTION # 06-2021-23**

RESOLUTION approving all checks for Fiscal Year 2020/2021 per the Voucher Summary Report dated June 18, 2021, in the total amount of \$ 223,601.61 consisting of:

- o All regular checks in the amount of \$ 223,601.61. JM/MBP

RESOLUTION # 06-2021-24

RESOLUTION approving all checks for Fiscal Year 2021/2022 per the Voucher Summary Report dated June 18, 20~~21~~²², in the total amount of \$ 509,468.22 consisting of:

- o All regular checks in the amount of \$ 254,207.60, and
- o All prepaid checks (including wire transfers) in the amount of \$ 255,260.62. MBP/JR

Option Agreement - Amendment #1
(Scavenger)

This Amendment #1 ("Amendment") is effective _____, 2021 by and between the Village of Greenport, a municipal corporation (the "Village") and Haugland Group LLC ("HG") and Greenport Alternative Energy Center LLC ("GAEC"). The Village, HG, and GAEC shall hereinafter be referenced individually as a "Party" and collectively as the "Parties".

WHEREAS, on December 16, 2020, the Village and HG entered into an Option Agreement ("Agreement") for the option to lease certain property consisting of a tract of land, including all rights of way, easements and any other interest situated to the west of Moores Lane and south along the Moores Lane entrance to the Village of Greenport wastewater treatment plant in the Village of Greenport, which was the location of the Scavenger Waste Plant and is generally known and referred to as the Scavenger Waste Plant property, as depicted in Exhibit A to the Agreement and Exhibit A to this Amendment ("Property").

WHEREAS, HG wishes to assign all of its rights, responsibilities, and interests under the Option Agreement to GAEC.

WHEREAS, GAEC wishes to make modifications to the Agreement to adhere to the requirements of the Request for Proposals for the Request for Proposals issued by PSEG Long Island ("PSEG") on behalf of the Long Island Power Authority ("LIPA") for the Bulk Energy Storage project ("Project").

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. Wherever "Haugland" appears in the Agreement, it shall be replaced with "GAEC".
2. Introductory paragraph C on page 1 of the Agreement shall be amended such that, in the first sentence, "for a term of three years" shall be removed.
3. In paragraph 1, shall be replaced with the following:

Grant of Use. Village hereby grants to GAEC the exclusive option ("Option") to lease the Property in accordance with the terms and conditions of this Agreement. During the pendency of the Option, GAEC may submit a proposal in response to PSEG/LIPA's request for proposals for the Project.

4. Paragraph 2 shall be replaced with the following:

The term of this Agreement and Haugland's exclusive use of the Property as provided herein shall be for a period of three years from December 16, 2020 ("Initial Option Term") in exchange for twenty thousand dollars (\$20,000.00) ("Initial Option Payment"), which payment shall be nonrefundable. The Village acknowledges having received the Initial Option Payment in December 2020.

5. Paragraph 3 shall be replaced with the following:

Prior to or at the end of the Initial Option Term, GAEC may choose, at its sole discretion, to extend the Option period to a period up to the Commercial Operation Date ("COD")¹ ("Extended Option Term"). In exchange for the Option term being extended for the Extended Option Term, for every month during the Extended Option Term, GAEC shall pay the Village \$500.00 every month.

6. The following shall be inserted as paragraph 15 of the Agreement:

Lease. Any lease contemplated between GAEC and the Village relating to the Property ("Lease") shall contain the following terms:

¹ As defined in the Project Contract.

- a. The Lease will have an initial term commencing on the first day of the month following the end of the Extended Option Term and continuing for 21 years thereafter with three optional term extensions of five (5) years each.
 - b. Rent payments under the Lease shall be six hundred eighty seven dollar and fifty cents (\$687.50) per Megawatt of capacity per month for ten years. Thereafter, Rent shall be 1.25 times the Rent of the prior year. Every year after that, including any extensions of the Lease contemplated herein, the Rent shall increase by the greater of 3.5% or CPI. Each monthly rental payment shall be due on the first of the month. If the megawatt capacity per month changes during the period of the Lease, then the Rent shall be adjusted based upon the then current per megawatt rate per month.
 - c. The Lease shall include an easement from the Property to the Southold Substation for purposes of interconnection of the Property and the Shed Option Premises. Village and GAEC or its assignees will negotiate the value of said easements in good faith.
7. In paragraph 4, the second sentence shall be removed.
 8. At the beginning of the first sentence in paragraph 5 shall be inserted "Prior to exercising the Option,".
 9. At the end of paragraph 5 shall be inserted "If GAEC exercises the Extended Option Term, GAEC may, after the commencement of the Extended Option Term, make all site improvements consistent with the requirements of the Project requirements without further approval from the Village. All other improvements shall require approval of the Village, including, but not limited to, the approval of any board of the Village with jurisdiction of said improvements."
 10. Paragraph 6 shall be removed in its entirety.
 11. In subparagraph 7b, "subject to the negotiation of mutually agreeable terms of a lease" shall be replaced with "subject to a lease with terms consistent with that which is set forth herein".
 12. At the end of Paragraph 7, "except the Permitted Exceptions" shall be removed.
 13. At the end of the second to last sentence in paragraph 10 shall be inserted ", including, but not limited to, the Village's verification of the zoning of the Property being consistent and in compliance with the requirements of the Project"
 14. Paragraph 11 shall be revised such that "Owner" shall be changed to "Village", and "Optionee" shall be changed to "GAEC". In lines 4 and 6, "installments" shall be removed.
 15. In paragraph 12, at the end of the paragraph shall be added "Notwithstanding anything to the contrary, GAEC may, with 30 days notice to the Village and without any further consent of any kind from the Village, assign this Agreement to LIPA, PSEG, or any affiliate of GAEC, LIPA, or PSEG. All other assignments shall require the Village's consent."
 16. At the end of Paragraph 8 shall be inserted "Notwithstanding anything to the contrary, the foregoing shall be applicable only to the Initial Option Term. GAEC shall be allowed to commence construction for the Project during the Extended Option Term and all construction related work and work product shall be the property of GAEC. If and when GAEC and the Village enter into a Lease, then the terms of the Lease shall apply. The terms of the Lease shall be consistent with that which is set forth in paragraph 15 herein."

17. In Paragraph 14, the section that starts with "Haugland:" shall be replaced with the following:

Greenport Alternative Energy Center LLC
336 South Service Road
Melville, NY 11747
Attn: John Reynolds and Becky Tung

18. Village agrees to allow HG to assign the Agreement to GAEC.
19. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. Facsimile, e-mail, and electronic counterpart signatures to this Amendment shall be acceptable and binding.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives, as of the date first above written.

VILLAGE OF GREENPORT

By: _____

Name:

Title:

HAUGLAND GROUP LLC

By: _____

Name:

Title:

GREENPORT ALTERNATIVE ENERGY CENTER LLC

By: _____

Name:

Title:

State of New York)
 ss.:
County of Suffolk)

On the _____ day of June in the year 2021, _____, first being duly sworn, deposes and says that he is the _____ of the Village of Greenport, a municipal corporation, and as such is authorized to enter into this Option Agreement Amendment #1, that he has read the foregoing Option Agreement Amendment #1, acknowledges that he executed same in his capacity as _____ of the Village of Greenport, and that by his signature, he executed this instrument on behalf of the Village of Greenport and intends to bind the Village of Greenport to same.

By: _____

Name:

Title:

State of New York)
 ss.:
County of Suffolk)

On the _____ day of June in the year 2021, _____, first being duly sworn, deposes and says that he is a Vice President of Haugland Group LLC, a domestic limited liability company, and as such is authorized to enter into this Option Agreement Amendment #1, that he has read the foregoing Option Agreement Amendment #1, acknowledges that he executed same in his capacity as Vice President of Haugland Group LLC, and that by his signature on the instrument, he executed this instrument on behalf of Haugland Group LLC and intends to bind Haugland Group LLC to same.

By: _____

Name:

Title:

State of New York)
 ss.:
County of Suffolk)

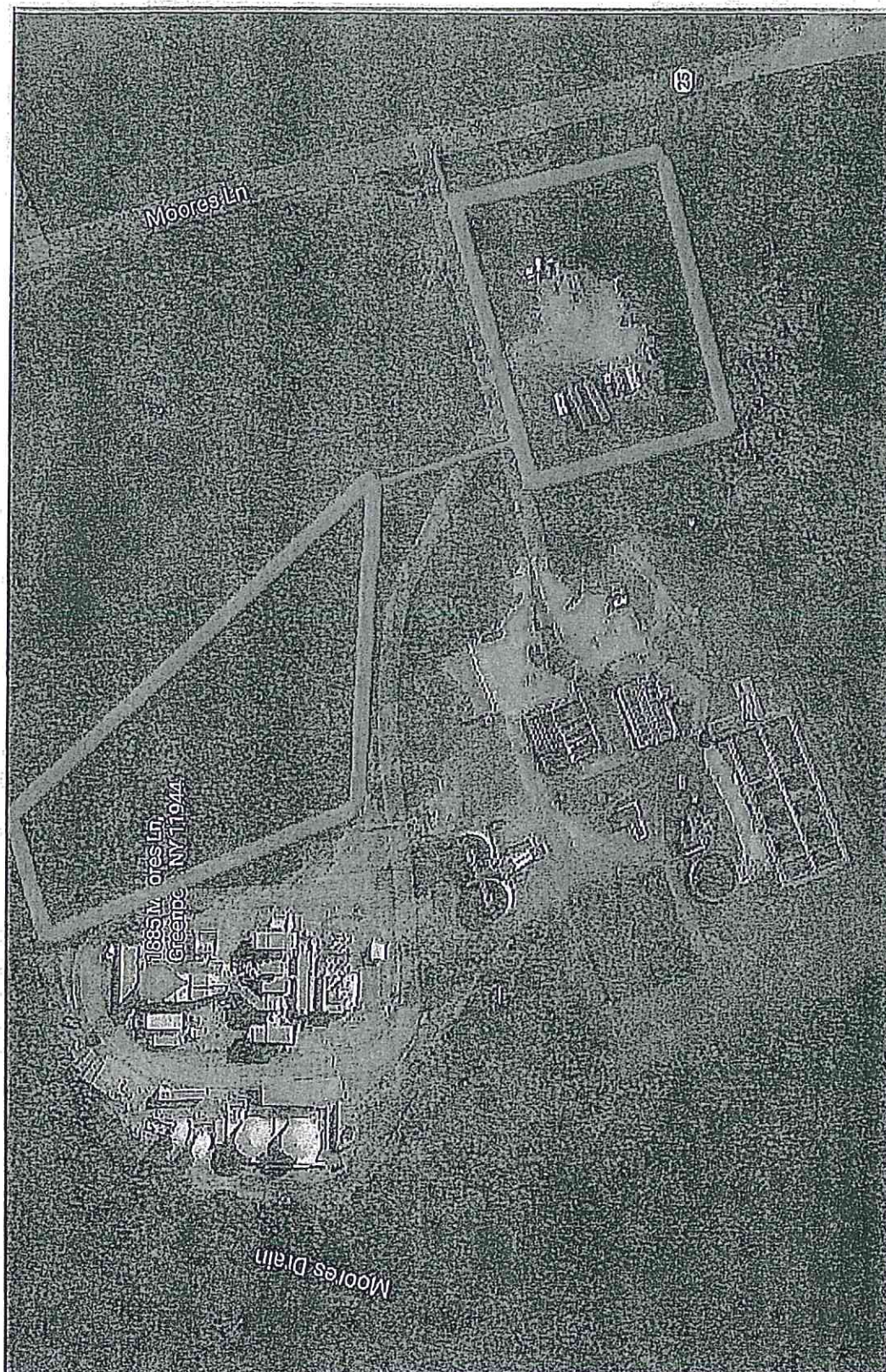
On the _____ day of June in the year 2021, _____, first being duly sworn, deposes and says that he is a Vice President of Greenport Alternative Energy Center LLC, a domestic limited liability company, and as such is authorized to enter into this Option Agreement Amendment #1, that he has read the foregoing Option Agreement Amendment #1, acknowledges that he executed same in his capacity as Vice President of Greenport Alternative Energy Center LLC, and that by his signature on the instrument, he executed this instrument on behalf of Greenport Alternative Energy Center LLC and intends to bind Greenport Alternative Energy Center LLC to same.

By: _____

Name:

Title:

AMENDMENT EXHIBIT A



Option Agreement - Amendment #1
(SHED)

This Amendment #1 ("Amendment") is effective _____, 2021 by and between the Village of Greenport, a municipal corporation (the "Owner") and Hawkeye Energy Greenport, LLC ("Hawkeye Greenport") and Greenport Alternative Energy Center LLC ("GAEC"). The Owner, Hawkeye Greenport, and GAEC shall hereinafter be referenced individually as a "Party" and collectively as the "Parties".

WHEREAS, on April 1, 2019, the Owner and Hawkeye Greenport entered into an Option Agreement ("Agreement") for the option to lease the property adjacent to Parcel 1 (192.3A(c) on the County of Suffolk, District 1001, Section 001 tax map) within a tract of land, including all rights of way, easements and any other interest situated to the west of Moores Lane in the Village, as more particularly depicted in Exhibit A-2 of the Agreement and Exhibit A of this Amendment ("Additional Site" or "Option Premises").

WHEREAS, Hawkeye Greenport wishes to assign all of its rights, responsibilities, and interests under the Option Agreement to GAEC.

WHEREAS, GAEC wishes to make modifications to the Agreement to adhere to the requirements of the Request for Proposals for the Request for Proposals issued by PSEG Long Island ("PSEG") on behalf of the Long Island Power Authority ("LIPA") for the Bulk Energy Storage project ("Project").

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. The Agreement shall be unrelated to Hawkeye Greenport's Facility Site Lease Agreement. All references to the Facility Site Lease Agreement shall be deleted or replaced, or to be referenced for identification purposes only, as described in this Amendment.
2. Introductory paragraph B on page 1 of the Agreement shall be amended such that the first sentence of that paragraph shall start with "For identification purposes only,"
3. Introductory paragraph C on page 1 of the Agreement shall be amended such that in lines 2-3, "hereinafter 'Additional Site' adjacent to the Facility Site within the Property" shall be replaced with "hereinafter 'Additional Site' or 'Option Premises'".
4. Introductory paragraph C on page 1 of the Agreement shall be amended such that in lines 3-4, the words "additional" and "Additional" shall be deleted.
5. a. Paragraph 1 of the Agreement shall be replaced with the following:

Owner hereby grants to GAEC the exclusive option ("Option") to lease the Option Premises, in accordance with the terms and conditions of this Agreement. The initial option period shall be for a period of thirty six (36) months from the date of this Agreement ("Initial Option Period").

Prior to or at the end of the Initial Option Period, GAEC may choose, at its sole discretion, to extend the Initial Option Period to a period up to the Commercial Operation Day¹ ("Extended Option Period").

A metes and bounds description of the Option Premises shall be developed based on the Survey to be conducted in accordance with Section 9 of this Option Agreement.

- b. Paragraph 2 of the Agreement shall be replaced with the following:

GAEC shall pay to Owner the amount of five hundred dollars (\$500.00) per month for each month of the Initial Option Period. If GAEC elects to extend the Initial Option Period to the Extended Option Period, then GAEC shall pay to the Owner the amount of five hundred dollars (\$500.00) per month for each month of the Extended Option Period.

¹ As defined in the Project Contract.

6. Paragraph 4 of the Agreement shall be amended as follows:

a. The introductory paragraph shall be replaced with the following:

In the event that GAEC exercises the Option during the Initial Option Period, or the Extended Option Period, then the parties shall enter into a Lease which shall incorporate and apply the following terms:

In subparagraph 4a, "The Facility Site Lease Agreement amendment will have an initial term ending July 1, 2028" shall be replaced with "The Lease will have an initial term commencing on the first day of the month following the end of the Extended Option Period and continuing for 21 years thereafter with three optional term extensions of five (5) years each."

b. Subparagraph 4b shall be replaced with the following:

Rent. Rent payments under the Lease shall commence on the first day of the month following the end of the Extended Option Period. Rent shall be six hundred eighty seven dollars and fifty cents (\$687.50) per Megawatt of capacity per month for ten years. Thereafter, Rent shall be 1.25 times the Rent of the prior year. Every year after that, including any extensions of the Lease contemplated herein, the Rent shall increase by the greater of 3.5% or CPI. Each monthly rental payment shall be due on the first of the month. If the megawatt capacity per month changes during the period of the Lease, then the Rent shall be adjusted based upon the then current per megawatt rate per month.

c. In Subparagraph 4c, in lines 1-2, "total leased property, comprised of the Facility Site and the Additional Site" shall be replaced with "Option Premises". In lines 2-3, "existing Facility and the Additional Unit Development" shall be replaced with "Option Premises".

d. In Subparagraph 4d, in the 5th line, after "will" shall be inserted "either build a new equipment storage structure or".

e. In Subparagraph 4e, "Facility Site Lease Agreement amendment" shall be replaced with "Lease".

f. Subparagraph 4g shall be added to the Agreement and shall state "The Lease shall include an easement from the Option Premises to the Southold Substation for purposes of interconnection of the Option Premises and the Scavenger Waste Plant Property. Owner and GAEC or its assignees will negotiate the value of said easements in good faith."

7. In Paragraphs 3, 5, 7, 8, 9, 10, 12 and Subparagraphs 4d, 4e, 4f, 12a, all references to "Optionee" shall be replaced with "GAEC".

8. In Subparagraph 4e and Paragraphs 7, 8, 9, 10, 11 "Additional Site" shall be replaced with "Option Premises".

9. The underlined language in Paragraph 5 shall be replaced with the following:

With respect to Section 4(e) above and Section 11 below, Owner will complete due diligence regarding environmental conditions during the option period and GAEC shall have the right to terminate the option on thirty (30) days written notice to the Owner in the event that Owner fails to complete said due diligence.

10. Paragraph 6 is removed in its entirety.

11. In Paragraph 7, in lines 1-2, "and the Closing Date" shall be removed.

12. In Paragraph 7, "except Permitted Exceptions" and "except the Permitted Exceptions" shall be removed in every location where they appears.

13. At the end of Paragraph 8 shall be inserted "Notwithstanding anything to the contrary, the foregoing shall be applicable only to the Initial Option Term. GAEC shall be allowed to commence construction for the Project during the Extended Option Period, and all construction related work and work product shall be the property of GAEC. If and when GAEC and the Village enter into a Lease, then the terms of the Lease shall apply. The terms of the Lease shall be consistent with that which is set forth in paragraph 15 herein."

14. In Paragraph 9, "or the Purchase Price" shall be deleted.

15. The second sentence of Paragraph 12a shall be replaced with the following:

Optionee may, with 30 days notice to the Owner and without Owner's prior consent, assign this Agreement or any portion thereof to any entity (i) into which Optionee is merged or consolidated, or to any entity to which substantially all of Optionee's assets are transferred, or (ii) controlling Optionee, is controlled by Optionee, or is under common control with Optionee, or (iii) LIPA, PSEG, or any affiliate of GAEC, LIPA, or PSEG. All other assignments shall require the Owner's consent."

16. In Paragraph 12c, the section that starts with "Optionee:" shall be replaced with the following:

Greenport Alternative Energy Center LLC
336 South Service Road
Melville, NY 11747
Attn: John Reynolds and Becky Tung

17. The following shall be inserted as paragraph 13 of the Agreement:

Owner acknowledges that GAEC is entering into this Agreement in order to investigate and potentially pursue the development of an electric facility(ies) on the Option Premises. During and after the Initial Option Period, and the Extended Option Period, Owner agrees to cooperate with any reasonable request by GAEC for information or access in support of GAEC's investigation and pursuit of necessary approvals for GAEC's intended use of the Option Premises. Owner may be required, and agrees, to execute any documents in support of GAEC's efforts to pursue and seek approvals for the development of the Option Premises, including, but not limited to, Owner's verification of the zoning of the Option Premises being consistent and in compliance with the requirements of the Project.

18. Owner agrees to allow Hawkeye Greenport to assign the Agreement to GAEC.

19. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. Facsimile, e-mail, and electronic counterpart signatures to this Amendment shall be acceptable and binding.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives, as of the date first above written.

VILLAGE OF GREENPORT

By: _____

Name:

Title:

HAWKEYE ENERGY GREENPORT, LLC

By: _____

Name:

Title:

GREENPORT ALTERNATIVE ENERGY CENTER LLC

By: _____

Name:

Title:

State of New York)
 ss.:
County of Suffolk)

On the _____ day of June in the year 2021, _____, first being duly sworn, deposes and says that he is the _____ of the Village of Greenport, a municipal corporation, and as such is authorized to enter into this Option Agreement Amendment #1, that he has read the foregoing Option Agreement Amendment #1, acknowledges that he executed same in his capacity as _____ of the Village of Greenport, and that by his signature, he executed this instrument on behalf of the Village of Greenport and intends to bind the Village of Greenport to same.

By: _____

Name:

Title:

State of New York)
 ss.:
County of Suffolk)

On the _____ day of June in the year 2021, _____, first being duly sworn, deposes and says that he is a Vice President of Hawkeye Energy Greenport LLC, a domestic limited liability company, and as such is authorized to enter into this Option Agreement Amendment #1, that he has read the foregoing Option Agreement Amendment #1, acknowledges that he executed same in his capacity as Vice President of Hawkeye Energy Greenport LLC, and that by his signature on the instrument, he executed this instrument on behalf of Hawkeye Energy Greenport LLC and intends to bind Hawkeye Energy Greenport LLC to same.

By: _____

Name:

Title:

State of New York)
 ss.:
County of Suffolk)

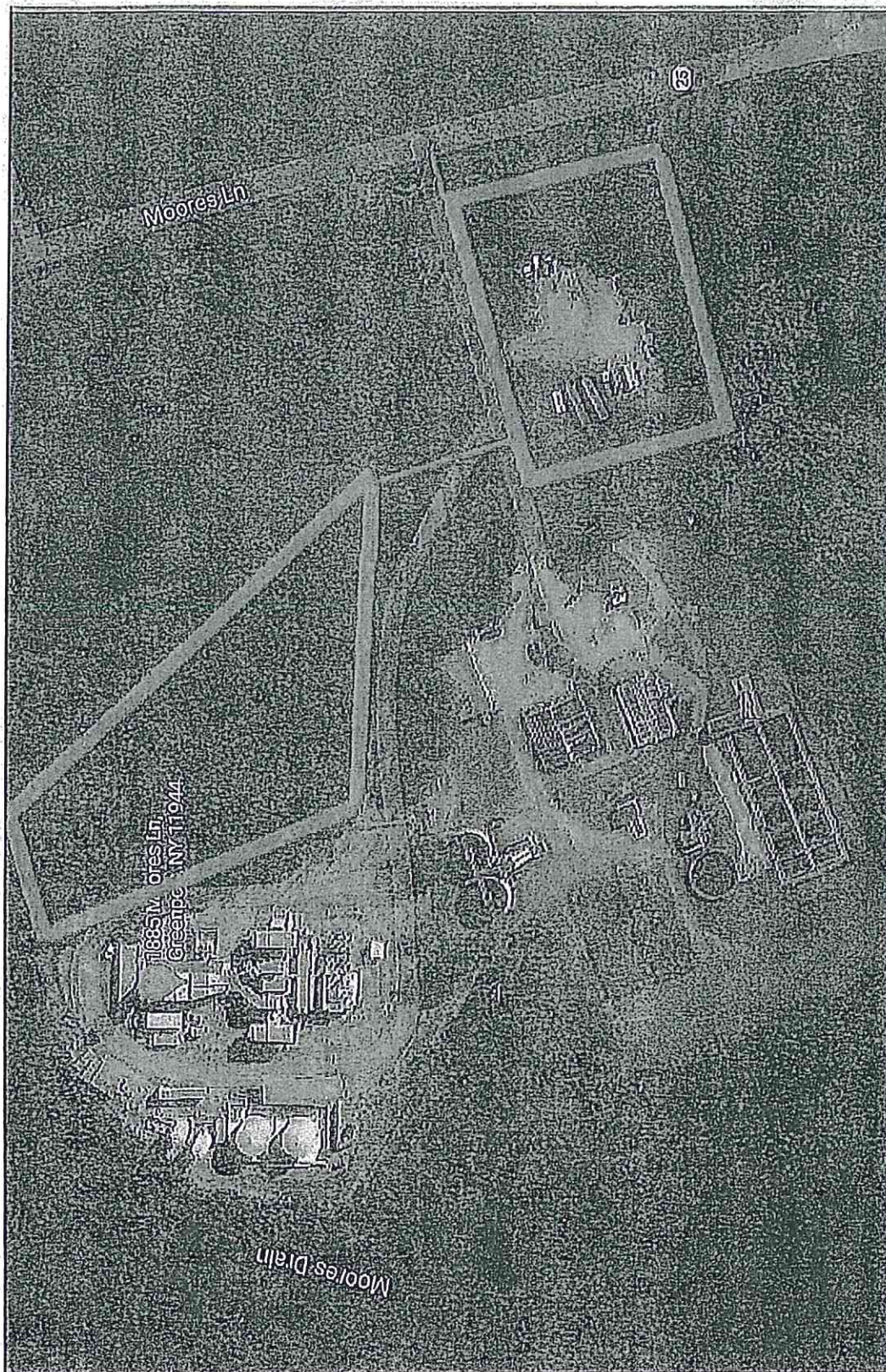
On the _____ day of June in the year 2021, _____, first being duly sworn, deposes and says that he is a Vice President of Greenport Alternative Energy Center LLC, a domestic limited liability company, and as such is authorized to enter into this Option Agreement Amendment #1, that he has read the foregoing Option Agreement Amendment #1, acknowledges that he executed same in his capacity as Vice President of Greenport Alternative Energy Center LLC, and that by his signature on the instrument, he executed this instrument on behalf of Greenport Alternative Energy Center LLC and intends to bind Greenport Alternative Energy Center LLC to same.

By: _____

Name:

Title:

AMENDMENT EXHIBIT A



Date Prepared: 06/08/2021 01:08 PM

VILLAGE OF GREENPORT

Budget Adjustment Form

GLR4150 1.0

Page 1 of 1

Year: 2021 Period: 5 Trans Type: B2 - Amend Status: Batch
Trans No: 4801 Trans Date: 05/30/2021 User Ref: ROBERT
Requested: R. BRANDT Approved: Created by: ROBERT 06/07/2021
Description: TO APPROPRIATE RESERVES TO FUND ONGOING LEGAL SERVICES IN THE
MATTER OF GENESYS VS. GREENPORT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
E.0781.300	LEGAL FEES..	9,035.00
E.5990	APPROPRIATED FUND BALANCE	9,035.00
Total Amount:		18,070.00

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING WETLANDS PERMIT APPLICATION
OF COSTELLO MARINE CONTRACTING CORPORATION ON BEHALF OF
RESEARCH CHARTERS, INC.

WHEREAS an application for a wetlands permit approval was filed by Costello Marine Contracting Corporation as applicant on behalf of research Charters, Inc. with the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two ore more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 2, 2021

GTX CONSTRUCTION ASSOCIATES CORP.

Building today with the vision of tomorrow

80 Henry Street
Freeport, NY, 11520
Tel #: 516-623-0840
www.gtxconstruction.com

June 3, 2021

Paul Pallas
Sylvia Pirillo
Office of the Village Clerk
Greenport Village Hall
236 Third Street
Greenport, NY 11944
pjpallas@greenportvillage.org
spirillo@greenportvillage.org

Item	Qty	Description of Change Order No. 3	Price
1	1	<p>New Electric Hot Water Heater</p> <p>All work includes connection of plumbing and electrical work.</p> <p>Please advise on how you wish to proceed.</p>	\$2,750

Acceptance By: _____ Date: __/__/____
Signature

Printed Name: _____

Title: _____

(BID FORM CONTINUED)

SERVICE, MAINTENANCE AND REPAIRS TO THE VILLAGE OF GREENPORT
WASTWATER SEWAGE PUMPING STATIONS - 2021

SERVICE MAINTENANCE AND REPAIRS TO THE VILLAGE OF GREENPORT WASTWATER SEWAGE PUMPING STATIONS - 2021		
Category	Workday Hourly Rate	Holidays and Weekends Rate
Routine Inspection and Non-Repair Maintenance	\$ \$206.26	\$ \$258.00
Controls / Electrical	\$ \$249.00	\$ \$303.85
Mechanical	\$ \$215.00	\$ \$280.56
Laborer	\$ \$179.00	\$ \$221.48

Materials	Mark-up, if any, on materials/parts/equipment used
	12%

Pursuant to, and in compliance with, the advertisement for bids and the instructions to bidders relating hereto, the undersigned, as a bidder, proposes and agrees, if this proposal is accepted, to furnish F.O.B Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of bids.

CONTRACT FOR VENDOR SERVICES

AGREEMENT, made this day of 2021 by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944, party of the first part (the "Village") and Lila's Cleaning with an address of PO Box 1916, Riverhead, NY, 11901 (the "Contractor") to provide professional services in the form of cleaning services for the offices at Village Hall, 236 Third Street, Greenport, NY, 11944.

WITNESSETH: That for and in consideration of the promises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all services required to be performed and completed as necessary for the proper cleaning of the offices at Village Hall.
2. In consideration of the Contractor satisfactorily performing this Contract Work, the Village of Greenport shall pay the Contractor the amount of \$ 245.00 per week.
3. The Contractor shall not assign or subcontract this Contract or any part thereof and shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute.
4. This agreement establishes a contract vendor-vendee relationship only between the Village and the Contractor and the neither the Contractor or any agent, employee, helper or assistant of the Contractor shall be considered an employee of the Village of Greenport. The Contractor shall procure and maintain where required, at Contractor's own expense, and without any contract expense to the Village, workman's compensation insurance, New York State disability insurance, and liability insurance and provide the Village of Greenport proof of that coverage. The Contractor shall pay prevailing wages and provide the Village of Greenport proof of such prevailing wage payment, or else provide an affidavit of sole proprietorship, in the event that the Contractor is a sole proprietor.
5. Contractor agrees to indemnify and hold the Village of Greenport harmless for any damages, fees or costs incurred by the Village of Greenport due to any negligent or intentional act or omission by Contractor.
6. Payment shall be made by the Village to the Contractor on a monthly basis, on the basis of invoices to be prepared and submitted by the Contractor.
7. Contractor shall provide the required services in a professional manner, to the best of the Contractor's ability, and in accordance with the Contract Documents. The Village of Greenport reserves the right to terminate this Contract at any time in the event that Contractor fails to provide the required services in a satisfactory manner or violates any provision of this Contract or the Contract Documents.

8. This Contract, and the Contract Documents constitute the entire agreement between the Village of Greenport and the Contractor and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

CONTRACTOR

BY _____
Hon. George W. Hubbard, Jr., Mayor

BY _____

(SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)
)ss:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this _____ day of _____, 20____, before me personally came _____ to me known to be the _____ the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.

(SEAL)

Notary Public